

December 1, 2005

Independence Bank  
1370 South County Trail  
East Greenwich, Rhode island 02818

RE: *500 Pleasant Street, Brockton, MA*

Ladies and Gentlemen:

I have acted as legal counsel to Joda Enterprises, a corporation/LLC (Borrower) Melissa Cohen and Mario Iannicelli (hereinafter, collectively referred to as Guarantors) in connection with the transactions contemplated by a United States Small Business Administration ("SBA") Loan Agreement of even date (hereinafter referred to as the Agreement) Borrower and Independence Bank (hereinafter referred to as Lender), pursuant to which Lender has agreed to provide a Loan to Borrower in the amount of Eight Hundred Sixty Five Thousand and 00/100 (\$865,000.00) Dollars, as evidenced by an SBA Adjustable Rate Promissory Note of even date between Borrower and Lender (the Note). All capitalized terms in this letter shall have the meaning set forth in the Agreement of even date herewith, as hereinafter defined.

As a basis for the opinion set forth herein, I have reviewed certain documents executed in connection with the above-described transaction, including, without limitation, the Agreement, the Note, the Security Agreement(s), the Guarantees of the Guarantors and a Mortgage. The Agreement, Note, Security Agreement(s) Guarantees and Mortgage are hereinafter referred to collectively as the Loan Documents(s), in addition, I have examined original, photo static or certified copies of all such company records and such agreements, communications and other instruments, certificates of public officials and all such other documents and have made such inquiry as we have deemed relevant and necessary as a basis for the opinions hereinafter set forth. We assume the accuracy and authenticity of the foregoing documents and instruments. Based upon the foregoing, and upon our actual knowledge, it is our opinion that:

1. Borrower has been organized and is in good standing under the laws of the State of Massachusetts, having the power and authority to own its properties and assets and to conduct its business as now conducted.
2. Borrower has the power and authority to enter into and execute the Loan Documents to which it is a party, and to perform the transactions set forth therein. The execution, delivery and performance of the Loan Documents have been authorized by all requisite company action. The Loan Documents have been executed and delivered by Borrower and Guarantors.

3. To the best of our knowledge, there is no claim, litigation, or proceeding pending or threatened against or otherwise affecting Borrower or Guarantors which involves the possibility of any material judgment or liability not fully covered by insurance or which may result in a material adverse change in the condition, financial or otherwise, of Borrower or Guarantors.
4. The execution, delivery and performance of the applicable loan documents by each Borrower and each Guarantor do not and will not with the passage of time or the giving of notice or both; (i) violate any applicable law, rule or regulation by which Borrower or Guarantors are bound, or to which Borrower or Guarantors or their respective properties are subject; (ii) contravene the terms of the organization documents or operating agreement or by-laws (as the case may be) of Borrower; or (iii) result in any breach of or constitute a default under or conflict with the provisions of any judgment, decree, order or award of any court, governmental body, or arbitrator applicable to Borrower or any Guarantor.

This Opinion does not address legal issues, if any, arising under any of the following:

- (a) Federal securities laws and regulations administered by the Securities and Exchange Commission, state Blue Sky laws and regulations, and laws and regulations relating to commodity (and other) futures and indices and other similar instruments;
- (b) Federal Reserve Board Margin regulations;
- (c) Pension and employee benefit laws and regulations;
- (d) Antitrust and unfair competition laws and regulations;
- (e) Laws and regulations concerning filing and notice requirements other than requirements applicable to charter-related documents such as articles of merger;
- (f) Compliance with fiduciary duty requirements;
- (g) Environmental laws and regulations;
- (h) Land use and subdivision laws and regulations;
- (i) tax laws and regulations;
- (j) Federal patent and copyright laws and regulations and federal and state trademark and other intellectual property laws and regulations;
- (k) Racketeering laws and regulations;

- (l) Health and safety laws and regulations;
- (m) Labor laws and regulations;
- (n) Laws, regulations and policies concerning (i) national and local emergency, (ii) possible judicial deference to acts of sovereign states, and (iii) criminal and civil forfeiture laws;
- (o) Other statutes of general application to the extent they provide for criminal prosecution.

5. For the purposes of this Opinion, the phrase our actual knowledge means the conscious awareness of facts or other information (i) by the lawyers in this firm who have given substantive legal attention to the representation of the Borrower and the Guarantors in connection with the transaction, and (ii) solely as to information relevant to a particular opinion, issue or confirmation regarding a particular factual matter, by any lawyer in our firm who is primarily responsible for providing the response concerning that particular opinion, issue or confirmation.
6. The opinions herein are expressed as of the date of this Opinion and we undertake no obligation to advise you of changes of law or fact or interpretations of said laws that occur after the date of this Opinion.
7. This Opinion may be relied upon by you only in connection with the loan and may not be used or relied upon by you or any other person for any purpose whatsoever without in each instance our prior written consent except for the use of this Opinion (i) in connection with a review of the Loan by a regulatory agency having supervisory authority over you for the purpose of confirming the existence of this Opinion, (ii) in connection with the assertion of a defense as to which this Opinion is relevant and necessary, or (iii) in response to a court order directed to you.

Very truly yours,

Stephen J. Delamere